

Remarks

Claims 38-40, 43-50, and 53-57 are pending. Claims 38-40, 43-50, and 53-57 stand rejected. Claims 38 and 48 are amended in this Response. The Applicants respectfully traverse the rejection and request allowance of claims 38-40, 43-50, and 53-57.

Claim Amendments

Claims 38 and 48 are amended herein to correct typographical errors by replacing the word "accessed" with the word "assessed", thus more clearly indicating the provision in claims 38 and 48 of assessing a customer a surcharge. Due to the typographical nature of the error, the amendments involve no surrender of claim scope or subject matter.

§ 103 Claim Rejections

Claims 38-40, 43-46, 48-50, and 53-56 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,295,292 to Voit et al. (hereinafter "Voit") in view of U.S. Patent No. 6,160,874 to Dickerman et al. (hereinafter "Dickerman"), U.S. Patent No. 6,377,938 to Block et al. (hereinafter "Block"), and U.S. Patent No. 5,675,636 to Gray (hereinafter "Gray"). The Applicants submit that these claims are novel and non-obvious over the combination of Voit, Dickerman, Block and Gray in light of the subsequent discussion.

Independent claim 38 currently provides, in part, "accumulating the plurality of communications service events and associated costs over a billing period for the customer, determining whether the customer is due a credit or assessed a surcharge; and formatting a second forced post request for the credit or surcharge...." The Office action indicates that Voit teaches "[a] plurality of service events and associated costs are accumulated and a second forced post request for credit/surcharge is determined and made (col. 6, lines 55-59)." Office action, page 2. The Assignee respectfully disagrees with this allegation. The language of Voit cited in the Office action refers to updating a database object to reflect a charge related to a completion of a call. Thus, no discussion of accumulations of multiple calls or determinations of credits or surcharges is provided in that passage. Elsewhere, Voit discusses a database "maintain[ing] a current account 'minutes remaining' balance and usage records for each user on a monthly basis" (column 10, lines 34-36), and that the database may be polled monthly "to extract account

balances and credit card numbers in order to request payments from credit card companies” (column 11, lines 64-67). However, Voit does not teach the posting of credits (such as for volume discounts) or surcharges (such as those relating to a failure to use a predetermined volume level of communications) related to the costs of service events accumulated over a customer billing period, as discussed in the current application (page 8, lines 12-27) and provided for in claim 38. Instead, Voit only discusses the charges associated with each call made by the user. Thus, the Assignee contends that Voit does not teach or make obvious these particular limitations of claim 38.

Claim 38 also provides, in part, “formatting a pre-authorization and hold request for the estimated cost, and processing the pre-authorization and hold request over the financial bank card network....” The Office action contends that Block teaches these claim limitations at column 9, lines 60-65. The Assignee respectfully disagrees. That particular passage discloses a central office (CO) switch verifying a customer’s prepaid deposit (for a debit account) or credit limit (for a credit account) when the customer goes off-hook. Generally, Block discusses “a real time subscriber billing system that calculates charges for a desired service within the standard network routing path of the subscriber.” Column 2, lines 62-67. The system also “authorizes service based on a subscriber’s usable balance.” Column 3, lines 1-3. However, Block does not discuss a pre-authorization and *hold* request, whereby a portion of the account balance is reserved, or “held,” in the customer account in the financial bank card network to pay for the particular impending communications service event. Instead, Block only describes checking a customer balance before providing service, and does not request a hold of the associated funds or credit because only a subscriber account (i.e., an account of a subscriber *maintained by the service provider*) is involved. (See, for example, Fig. 1c, and column 6, lines 35, referring to the subscriber’s usable balance being stored in the Billing Data Memory 74, which is a part of a Network Routing Device 30 of the service provider.) In other words, since only the service provider may draw from the account in Block, a hold is not necessary. The method of Block is thus distinguished from the method of claim 38, since more than one service may be drawing from a customer account in a financial bank card network. Thus, the Assignee asserts that Block does not teach or suggest “formatting a pre-authorization and hold request for the estimated cost, and processing the pre-authorization and hold request over the financial bank card network” of claim 38.

Therefore, based on at least the foregoing reasons, the Assignee contends that claim 38 is allowable, and such indication is respectfully requested.

Also, claims 39, 40 and 43-46 depend from independent 38, and hence incorporate the limitations of that claim. Thus, the Assignee asserts claims 39, 40 and 43-46 are allowable for at least the same reasons provided above showing the allowability of claim 38, and such indication is respectfully requested.

Independent claim 48 also includes similar limitations as those described above in conjunction with independent claim 38. Therefore, the Assignee asserts that claim 48 is also allowable for at least the reasons provided above as to claim 38.

Also, claims 49, 50 and 53-56 depend from independent claim 48, and thus incorporate the limitations of that claim. Therefore, the Assignee contends claims 49, 50 and 53-56 are allowable for at least the same reasons provided for claim 48, and such indication is respectfully requested.

Given the foregoing, the Assignee respectfully requests that the rejection of claims 38-40, 43-46, 48-50 and 53-56 be withdrawn.

Claims 47 and 57 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Voit in view of Dickerman, Block, Gray, and admitted prior art as discussed on page 8, lines 8-11, of the current application. The Applicants respectfully traverse the rejection in light of the arguments presented above regarding independent claims 38 and 48. More specifically, since claims 47 and 57 depend from independent claims 38 and 48, respectively, and thus incorporate the limitations of those claims, the Assignee asserts claims 47 and 57 are allowable for at least the same reasons as those presented above, and such indication is respectfully requested. Thus, the Assignee respectfully requests that the rejection of claims 47 and 57 be withdrawn.

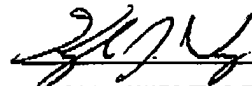
Conclusion

Based on the foregoing remarks, the Assignee submits all currently pending claims are allowable in view of the references cited in the Office action. Additional reasons in support of patentability may be provided, but such reasons are omitted herein in the interests of clarity and brevity. Therefore, the Assignee respectfully requests allowance of claims 38-40, 43-50 and 53-57.

The Assignee believes no fees are due with respect to this filing. However, should the Office determine that additional fees are necessary, the Office is hereby authorized to charge Deposit Account No. 21-0765.

Respectfully submitted,

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SIGNATURE OF PRACTITIONER

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